

SCHEDULE 9.2.3 DARK FIBER

9.2.3 Dark Fiber.

9.2.3.1 Definition. Dark fiber, to be provided on an unbundled basis pursuant to this Agreement is defined as set forth in 47 C.F.R. § 51.319. Without limiting the foregoing it includes deployed, unlit fiber optic cable between two points within SBC-AMERITECH's network. Dark fiber is fiber that has not been activated through connection to the electronics that "light it", and thereby render it capable of carrying communications services.

9.2.3.1.1 AT&T may only subscribe to Dark Fiber if "spare" fiber exists to link the two endpoints specified by AT&T. SBC-AMERITECH shall splice segments to create continuity between these points. AT&T shall reimburse SBC-AMERITECH for any such splices as shown in the **Pricing Schedule**. ("Spare" fiber is defined in **Section 9.2.3.4.1** and **9.2.3.5.1** below).

9.2.3.2 Interoffice Dark Fiber. SBC-AMERITECH will provide dark fiber in the interoffice transport segment of the network as a network element to be provided on an unbundled basis. Interoffice dark fiber is between two different SBC-AMERITECH Central Offices and terminates on a fiber distribution frame, or equivalent, in the Central Offices (including remote and hosts) and tandem offices.

9.2.3.3 Loop Dark Fiber.

9.2.3.3.1 SBC-AMERITECH will provide loop dark fiber as a network element to be provided on an unbundled basis. Loop dark fiber is a segment between a serving SBC-AMERITECH central office and an end user customer premise.

9.2.3.3.2 SBC-AMERITECH will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber includes the following segments:

9.2.3.3.2.1 the serving SBC-AMERITECH central office and a remote terminal/CEV/Hut; or

9.2.3.3.2.2 a remote terminal/CEV/Hut and an end user customer premise.

9.2.3.3.3 At CO's the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. AT&T access may be provided to dark fiber where technically feasible, for example, all Collocation methods set forth in **Article XII** will be considered technically feasible.

9.2.3.3.4 At remote terminals, CEVs and Huts, AT&T's access to the dark fiber may be provided via the network demarcation point at the end user customer premises and via a fiber distribution frame at the remote terminal/CEV/Hut.

9.2.3.4 Spare Fiber Inventory Availability and Condition AT&T's request for dark fiber to be provided on an unbundled basis shall be provided by SBC-AMERITECH consistent with FCC rules and applicable state law. Available dark fiber does not include maintenance spares, fibers set aside and documented for commercially reasonably forecasted growth, defective fibers, or fibers subscribed to by other carriers.

9.2.3.5 Determining Spare Fibers.

9.2.3.5.1 SBC-AMERITECH will inventory and track spare dark fibers. Spare fibers do not include the following:

1. Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are assigned as follows:
 - *Cables with 24 fibers and less: two maintenance spare fibers
 - *Cables with 36 and 48 fibers: four maintenance spare fibers
 - *Cables with 72 and 96 fibers: eight maintenance spare fibers
 - *Cables with 144 fibers: twelve maintenance spare fibers
 - *Cables with 216 fibers: 18 maintenance spares
 - *Cables with 288 fibers: 24 maintenance spares
 - *Cables with 432 fibers: 36 maintenance spares
 - *Cables with 864 fibers: 72 maintenance spares
2. Defective fibers.
3. SBC-AMERITECH growth fibers. Fibers documented as reserved by SBC-AMERITECH for utilization for growth within the 12-month period following the carrier's request.

9.2.3.5.2 The appropriate SBC-AMERITECH engineering organization will maintain records on each fiber optic cable for which AT&T requests dark fiber.

9.2.3.5.3 Defective fibers, if any, will be deducted from the total number of spare fibers that would otherwise be available to AT&T for use under this Agreement.

9.2.3.6 Quantities and Time Frames for Ordering Dark Fiber.

9.2.3.6.1 The minimum number of fiber strands that AT&T can order is one. The maximum number of fiber strands that AT&T can order is no greater than 25% of the spare facilities in the segment requested, where more than 6 spare fibers are available. Where 6 or fewer spare strands are available, no maximum percentage applies. (See definition of spare facilities set forth in **Section 9.2.3.4.1** and **9.2.3.5.1** above).

9.2.3.6.2 If AT&T wishes to request dark fiber, it must submit a dark fiber facility inquiry, providing AT&T's specific point to point (A to Z) dark fiber requirements. When AT&T submits a dark fiber facility inquiry, appropriate rates for the inquiry will be charged as outlined in the **Pricing Schedule**. If spare dark fiber is available, as determined under this Agreement, SBC-AMERITECH will notify AT&T and AT&T may place an Access Service Request ("ASR") for the dark fiber. SBC-AMERITECH will respond to a dark fiber facilities inquiry from AT&T as to the availability of a particular segment or segments within ten (10) business days from receipt of valid inquiry request.

9.2.3.6.3 Dark fiber will be assigned to AT&T only when an ASR is processed. ASRs will be processed on a first-come-first-served basis. Inquiry facility checks do not serve to reserve dark fiber. When AT&T submits the ASR, the ASR will be processed and the dark fiber facilities assigned for the charges set forth in the **Pricing Schedule**.

9.2.3.7 Access Methods Specific to Dark Fiber. The demarcation point for dark fiber at central offices, remote terminals and customer premises will be in an SBC-AMERITECH approved splitter shelf at any technically feasible point. This arrangement allows for non-intrusive testing.

9.2.3.8 Installation and Maintenance for Dark Fiber. SBC-AMERITECH will install demarcations and place the fiber jumpers from the fiber optic terminals to the demarcation point. AT&T will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the AT&T equipment, or as otherwise determined by the Parties.

9.2.3.9 Right of Revocation of Access to Dark Fiber.

9.2.3.9.1 Should AT&T not utilize the fiber strands subscribed to within the 12-month period following the date SBC-AMERITECH provided the fibers, SBC-AMERITECH may revoke AT&T's access to the dark fiber and recover those fiber facilities and return them to SBC-AMERITECH inventory.

9.2.3.9.1 SBC-AMERITECH may revoke AT&T's right to use the dark fiber, whether or not being utilized by AT&T upon twelve (12) months' written notice to AT&T. To exercise this right of revocation, SBC-AMERITECH must demonstrate to AT&T that the dark fiber will be needed to meet SBC-AMERITECH's bandwidth requirements within the 12 months following the revocation.